

Customer Order for John Deere AG and C&CE Products

96154282

(US Only)

CUSTOMER'S NAME	- First Signer (First, N	fiddle initial. Last)	DATE OF DROER	COMPANY	UNIT DEAL	ER ORDER NO.	DEALER ACCOUN	IT.NO.
City of Lincoln			04/14/2004					ĺ
(SECOND LINE OF OWNER NAME)			CASH LEASE TIME	C SOC. SEC.	DIRSNO. DEM	NO. PURCHASI	ER SALES TAX EXEM	PT. NO.
STREET OR RR		····		<u> </u>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
440 s 8 st			SELLER'S NAME					
Lincoln		IATE ZIP CODE VE 168508	Platte Valle	sv Ednii	<u>Sweur</u>			
COUNTY		CT. PHONE NUMBER	775 Comm	775 Commercial Park Box 276				
Lancaster		(402) 441-741	0	1010101	<u> </u>			
E-MAIL ADDRESS	or Steve @ /	102-441-7966	Wahoo, NE	<u> 68066</u>	<u> </u>			
CUSTOMER'S NAME		102-44 1-7 300	800-490-73	321				-
STREET OR RR			CUSTOMER IS:		POWERGARD MAINTENANC	ADD CUSTOM	ER NAME TO MAI	L LIST
alute Auto				LAN	P <u>LA</u> N	CP (Check	only one bex)	AG:
TOWN	হা	ATE ZIP CODE	Busines	Accepted	Accepted		Part-Time partial Parmer	
(We), the undersigned,	hereby order from you	the Product described I		Rojected	Rejected	is subject to ye	CF	A Such
Product from the manufa or for any reason beyon	cturer and you shall be u	nder op liebilfty if deliver	v of the Product is delaw	ed Ar ofeven	ndel of sein hel	c diabutances t	anenodstion diffi	culties
enblect to stuly new or luc	reased taxes imposed u	on the sale of the Produ	icl after the date of this	order.	, , , , , , , , , , , , , ,			
GLA.		CT (Give Model, Size & De	, ,		PRODUCT IDEN	ITIFICATION NO.	DELIVERE) CASH PRIC (Or Total Leaze Ps)	e l
1 🗱 JohnDi	ere 8320 Tractor	215 hp Deluxe Ca	b, 4 Hyd 3pt & Qt	C				
18.4X4	6 Radial tires and	<u>Duals</u> 14.9 <u>X34 Fr</u>	onts, MFWD, Rac	lar,				
	Front Fenders, Ext Prep and delivere		Veights &1400 lbs	rear			-	\vdash
ONE Y		Total Lease fo	r 200 Hours				\$5.000	nn
	@ hour over 200		1 200 110010				\$5,000	00
	ail Price \$146,119							
(We) offar to sell, transfer as a "trade-in" to be applied and encumbrances at the tir	, and convey the following against the cash price, Suc ne of transfer to you. The fo	item(s) at or pnor to the til n tem(s) shall be free and o lowing is a description and	ne of delivery of the above dear of all security agreeme line price to be allowed for	e Product, enis, liens, each item, 1	I. TOTAL CASH	PRIÇE	\$5,000	00
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			_					\Box
PURCHASER TYPE (Chec					TOTAL TRADE	IN ALLOWANCE	\$0	00
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1 Commercial B Residential B Farm	13 Livesinch 15 Row Cro	Juliky Jr Foodlot / Dairy Jr Small Grain Crop	71 Airports 94 Golf Courses 95 Highway Mowing 95 Insilhators (achicola/chun 93 Nussery / Landscape 97 Parika & Campteries 98 Residential	ches/hose)	. SALES TAX	9 \$0.000		00
Other		Combanies	93 Nursery / Landscape 87 Parks & Cemetaries		SUB-TOTAL		\$5,000	
2 Federal Govt. 3 State / Province 4 County	97 Deere Di 96 Independ 9 Undefine	ent	89 Residential 84 Sanitary Landfill / Refue 74 Refiroeds 49 Highways & Stroets	şe -	L CASH WITH O	RDER	\$0	UU
3 State / Province 4 County 5 City / Town / Village 6 Armed Forces 7 National Account	Utility Companie 82 Gas / Wa 81 Talephon	ter / Electric	74 Hayrobos 49 Hayrways & Sircets 43 Sawer & Water	7	r. Balance du	Ę	\$5,000	00
MPORTANT WARRANT) The product warranty is p FORTH IN THE WARRAN UNLESS SPECIFICALLY ACKNOWLEDGEMENT: Ordered herein. Despile p Customer's Signature	art of this contract. Plea: ITY AND THIS CONTRA PROVIDED IN THE JOH S - I (We) promise to pay the purchase price of the	se read it carefully. YOU CT. IMPLIED WARRAN N DEERE WARRANTY. 1 the balance due (line 7 Product, plus additional	R RIGHTS AND REMEI TIES OF MERCHANTAL The Customer's signal shown above in cash, charges shown thereon	DIES PERTA SILITY AND ture below a or to execute or execute a	INING TO THIS ITTNESS ARE acknowledges a Time Sale A a Lease Agreen ing is accompl	FURCHASE AI NOT MADE AN receipt of the v Agreement (Retainent, on or before ished.	RE LIMITED AS ID ARE EXCLUDI varranty statement iil Installment Cor e delivery of the F	SET ED ent. ntract),
gåvetne			Date Accepted		Salesman Dt	uane K. Ca	mpbell	
DELIVERY .	DELIVERED ON:	WARRANTY BEGINS	SIGNATURE: (DEALER))				
ACKNOWLEDGEMENT >	`							

DF-2065 Stack (Eff. 11/03) (Reprint/Rev. 11/03)

Page 1 of 2



440 South 8th Street Suite 200, Southwest Wing Lincoln, Nebraska, 68508

402-441-7410 [ax: 402-441-6513



MAYOR COLEEN J. SENG

rii 1, 2004 www.ci.lincoln.ne.us

Platte Valley Equipment P.O. Box 276 Wahoo, Nebraska 68066

ATTENTION: Duane Campbell

Dear Mr. Campbell

RE: ANNUAL REQUIREMENTS FOR LEASE OF MECHANICAL FRONT WHEEL DRIVE TRACTOR, 200 HORSE POWER CLASS, SPECIFICATION NO. 03-091

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desircs to lease a John Deere 8020/8020T Series mechanical front wheel drive, 200 horse power class tractor for one (1) additional term beginning May 2, 2004 thru April 31, 2005.

It is understood that all terms of payment will remain unchanged during the new term, and that a new lease will be signed for the new equipment.

As evidence of your company's desire to lease the City of Lincoln new equipment, please send a new lease agreement and countersign below. Return the original letter and a new lease agreement, on or before <u>April 15</u>, 2004 for processing of the lease agreement by the City of Lincoln/Lancaster County.

If your company should choose not to renew this contract with a new lease agreement, please state on your letterhead the reasons and return to the City of Lincoln/Lancaster County.

Vince M. Mejer, CPPO Purchasing Agent

Counter Signature:

Platte Valley Equipment Co	· .	
Company Name	1 11/7	18066
775 Commercial Perk Rd	Wahoo, NE	t - D - T
Company Address		
402-443-3123		
Phone No.		
402-443-3490		
FAX No.		
dramphell-& prequip, com		
E-Mail Address		
Duan V. Combell	•	
Ву		
Store Manager		
. Title	•	
4-14-04		
Date	•	
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City, State ZIP Code		n, NE 68		PIGHT L	101/20	Eggipme		
Telephone Number		41-2410	Ī	775 Cams				
Contact .	Steve	Crisler 4	OZ-441-75CC			,	. 5	
RENTAL,IS:	Per		NAME OF SOUPLE			, 1, 242p-1/01-11 - 421-17	Rontal - one week's y Rental-one month's	
EQUIPMENT V	MILL BE USED AT: (Co		(City)	(Sinke)		prement on like paner. neither the driv		
Qly. ^	Model	Size & Description	n of Equipment (Givn Product Identif	Italion No.)	Hour Malar Pagallap	Present Value	100	A RECEIVED
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		4 hyd	Dugla					
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	AGREEMENT	,	·				. TOTA	L E PRESENT
herein ("Equip payments sha of transportin transportation It is contempt	The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment and returning it to Lessor's place of business. Such transportation shall take place during the term hereof. It is contemplated that the Equipment will be operated for not more than the sound to the equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.							
daily, weekly time. The ad is returned of the month keep it conne is to be use fails to return	essee agrees that or monthly rate to difficual rent for exi r, if the Equipment i following such use ected to the Equipm id as the conclusion in the Equipment pro	tours in any one week; be will pay additional renta or each hour the Equipment cessive hours sital be paid is leased for more than th a, if there is an hour meter nent and in good working or a basis of the number of the compity at the end of the ter	I prorated at the applicable is used in excess of such at the time the Equipment irty days, on the flist day furnished, Lessee agrees to ondition at all times, and it ours of operation. If Lessee m, additional rental shall be	from all damages possession or Mar public liability insi person and \$300,0 amount of \$50,000 Upon expiration of	for injuries or asportation of it trance with minute to per occurrence the term of ter	lity for and shall hold doath to persons and he Equipment, Lessed imum liability limits ce for bodily injury, in for property damage. is Rental Agreement	d property arising e, at his own exp in the amounts o acluding death, and or at any time d	out of the use, lense, will carry i \$100,000 per in the minimum
payable for each day prorated at one and one-half times the normal rental. Except to the extent covered by insurance purchased by Lessor or its assignee, Lessoe shall indominify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.			Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price					
THIS F	RENTAL AGREEMEN	IT IS SUBJECT TO ALL OF T	HE TERMS AND CONDITIONS :	SET OUT ON THE REVER	ISE SIDE HEREC	IF WHICH ARE HERE	BY MADE A PART	HEREOF.
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raceived (explained available;	on this date and to me. (NOTE: If	the operation and service used Equipment Operator	d Operator's Manuals were ing of the Equipment were is Manuals were recoved if are for obtaining Operator's	The Equipment subj inspected and, if r before delivery to	ect to this Rer new Equipment, the Lessoe. O	ntal Agreement was , adjusted necording peration and servici ctions in the Operati	j to factory reco ng of the Equipo	mmendations inchi
ОРЕПАТОН	MANUAL ISSUE NO							
	1	,						

DC-1016A Stock CP-60 Planted IN U.S.A.



RENTAL AGREEMENT

- 1 Addition of Accessories: Lessee will not, without consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such accessory or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
- 2 Compliance with Regulations Lessee shall comply with and conform to all laws and regulations relating to ownership, possession, use and maintenance of the Equipment.
- 3 Inspection. Lesses shall, whenever requested, advise Lessor of the exact location of the Equipment, Lessor and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located Lessor may remove the Equipment without notice to Lessee if, in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused
- 4 <u>Assignment</u> Lessee agrees that Lessor may assign this Rental Agreement and all right, title and interest of the Lessor in and to the Equipment, and all rents due on to become due to Lessar hereunder (of which assignment Lessee hereby waives notice) and Lessee agrees to recognize such assignment Lessee's obligation to pay rent under this Rental Agreement shall not as to any such assignment be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Lessor to Lessee Lessee may not assign this Rental Agreement, sub-lease the Equipment, or allow its use by persons not in his employ.
- 5 <u>Default</u> If Lessee shall fail to make rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against him proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any other provisions of this Rental Agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to Lessor an demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee, and this Rental Agreement shall thereupon terminate and be forfeited at the option of Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the Equipment, legal expenses, costs of removal of the Equipment from the possession of Lessee, and all freight, storage, transportation and other charges incurred in such removal and return to Lessor at its place of business.
- 6. Construction This is an agreement for rental only and nothing herein shall be construed as conveying to Lessee any right, little or interest in or to any item of Equipment leased hereunder except as a Lessee
- 7 Guaranteed Rental Return of Equipment. Provided the guaranteed rental shown on the reverse side is or has been paid, tessee may return the Equipment and terminate this Rental Agreement on three days' notice to Lessor.
- 8 General. Time is of the essence of this Rental Agreement, Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this Rental Agreement shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall, not waive any other default. Any alteration or modification of this Rental Agreement shall be in writing and signed by the parties hereta. Lessee acknowledges receipt of a signed copy hereof

ASSIGNMENT

TO. JOHN DEERE*

For value received I hereby assign, self and transfer all my right, title and interest under the above Rental Agreement to you, your successors and assigns, subject to all the terms of the applicable John Deere Rental Sales Program which are hereby incorporated in and made a part of hereof, I agree to collect rentals coming due under the Rental Agreement and account for the pay over the same as provided in such Used Equipment Rental Program

"John Deere" means the John Deere Company or John Deere Construction Equipment Company with whom the leasing dealer has executed an Authorized Dealer Agreement

DATE	
DEALER	
SIGNED BY	

SPECIFICATION NO 03-090 EQUIPMENT LEASE MECHANICAL FRONT WHEEL DRIVE TRACTOR 200 HORSE POWER CLASS Open Date Wednesday March 19, 2003 12:00 NOON

The under signed bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which includes Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the proposal, agrees to sell to the City the below listed items for the performance of this specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers through are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in this request. All addenda shall become part of the final contract document.

Bid Schedule					
<u>ltem</u>	<u>Description</u>	<u>Unit</u>	Unit Price	<u>Total</u>	
1.	1 (one) Mechanical Front Wheel Drive (MFWD), 200 Horse Power Class Tractor (200 Hour Minimum)	Lump Sum	\$\$25.00	\$ <u>\$000.00</u>	
2.	Additional Cost Per Hour (Over 200 Hour Minimu	m)	•	\$30.00 each hr.	

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN TWO (2) COPIES OF THE PROPOSAL AND SUPPORTING MATERIAL MARK OUTSIDE OF THE BID ENVELOPE: SEALED BID FOR SPECIFICATION 03-090

Platte Valley Equi	pme <u>nt P.O. Box 276</u>	Wahoo, Ne. 68 066
Company Name	Street Address or PO Box	City, State, Zip Code
By Signature	John Virgl (Print Name)	Sales (Title)
47-0804479 Federal ID Number No or Social Security No.	1-402-443-3123 Telephone	March 17, 2003 Date

Bids may be inspected in the Purchasing Division offices during normal business hours, <u>after</u> tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a <u>self-addressed stamped envelope</u> with your bidding documents. Bid tabulations can also be viewed on our website at: http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm

EQUIPMENT LEASE MECHANICAL FRONT WHEEL DRIVE TRACTOR 200 HORSE POWER CLASS

FOR LINCOLN WASTEWATER AND SOLID WASTE DIVISION CITY OF LINCOLN

1. APPLICATION

- 1.1 Tractor will be utilized by the City of Lincoln, Wastewater and Solid Waste Division in the following application:
 - 1.1.1 Sub-soil no-till plow injection of municipal biosolids over approximately 450 acres.
- 1.2 All operations must be capable of being safely accomplished from a sitting position with a clear unobstructed view of critical areas.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new, current year manufacture, completely serviced, ready for operation, including standard and optional equipment as required by the specifications.
- 2.2 Tractor shall have mechanical front wheel drive (MFWD) capability.
- 2.3 Tractor shall be of the 200 horse power class with the following model listed as an example, intended solely to indicate the size, type, and class of equipment desired.
 - 2.3.1 John Deere 8310 Rear Duels
- 2.4 Tractor shall be radar equipped for accurate (MPH) ground speed indication independent of wheel slippage.

3. TRACTOR SPECIFICATIONS AND EQUIPMENT OPTIONS

- 3.1 Size and Class
 - 3.1.1 Tractor shall be minimum 200 horse power at rated RPM as measured at PTO.
 - 3.1.2 Engine shall be minimum six cylinder, 8.1L, turbo-charged diesel, air to air after cooled.
 - 3.1.3 Automatic 16-Speed power-shift transmission (16F, 4R speeds).
 - 3.1.4 Independent 1-3/4 1000 rpm rear power take off.
 - 3.1.5 Hydrostatic power steering.
 - 3.1.6 Standard power rear differential lock.
 - 3.1.6 Category 3/3N 3-point hitch, quick-coupler, electro-hydraulic sensing.
 - 3.1.7 Wheel and/or frame weights as recommended by the manufacturer for the above noted application.
 - h 4 0 Audition 49 walt author for injection plans flow mater supply power.

4. SERVICE AND REPAIR REQUIREMENTS

- 4.1 The City shall be responsible for dally operator maintenance requirements as described in the manufacturers operation and maintenance manual.
 - 4.1.1 Tractor supplier shall provide fluids, lubricants, and expendables associated with daily operator maintenance.
- 4.2 Tractor supplier shall perform on-site regular maintenance and servicing at the manufacturers recommended intervals.
- 4.3 Tractor supplier shall provide parts and materials for repairs due to normal wear of the tractor.
 - 4.3.1 The City shall have the option to provide or pay the labor associated with repairs due to the normal wear of the tractor.
- 4.4 Service and/or repairs due to acts of nature, fire, theft, vandalism, accident, neglect, or abuse directly caused by the City will not be considered the responsibility of the tractor supplier.

5. GUARANTEED TERM

- 5.1 The City of Lincoln will lease the specified tractor for a minimum of twelve (12) months and a minimum 200 hours usage at a lump sum bid cost.
 - 5.1.1 Hours of usage exceeding 200 hours will be charged at an hourly rate as an additional cost, determined by the successful bidder.
- The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals.

6. DELIVERY AND RETURN REQUIREMENTS

- 6.1 The tractor supplier shall be responsible for the delivery and pickup for the return of the tractor.
- 6.2 The tractor shall be clean and ready for full operation including a full fuel tank when delivered to the City.
- 6.3 The City shall have the responsibility to have the tractor clean, filled with fuel, and ready for operation upon completion of the lease and return to the tractor supplier.
- 6.4 Tractor supplier shall provide an onsite operation demonstration and training at the time of delivery.

7. CONTACTS

7.1 Contact Mr. Steve Crisler at 402-441-7966 with any questions regarding these specifications or the application for the tractor.

WARRANTY TERMS & CONDITIONS NEW CHALLENGER® BRAND WHEEL AGRICULTURAL TRACTORS UNITED STATES - CANADA - MEXICO

WHAT IS WARRANTED

CHALLENGER® warrants its new agricultural tractors to be free of defects in material and workmanship at time of delivery to the first retail purchaser.

AGRICULTURAL TRACTORS

Base Warranty - The Company will repair or replace, at its option, without charge for parts or labor during normal working hours, any defective part of the tractor for a period of twenty-four (24) months from the date of delivery, to the first retail purchaser provided the tractor has not been used more than 2000 hours.

NON-AGRICULTURAL APPLICATION TRACTORS

Base Warranty – The Company will repair or replace, at its option, without charge for parts or labor during normal working hours, any defective part of the tractor for a period of one (1) year from the date of delivery, to the first purchaser provided the tractor has not been used more than 1000 hours. NON-AGRICULTURAL APPLICATIONS ARE DEFINED AS TRACTORS USED IN COMMERCIAL, INDUSTRIAL, SCRAPER OR OTHER NON-AGRICULTURAL APPLICATIONS. EXTENDED WARRANTY OPTION IS NOT AVAILABLE ON EQUIPMENT USED IN THESE APPLICATIONS.

ENGINE WARRANTY

Isekl and Sisu Engines: Warranty is for a period of two (2) years or two thousand (2000) hours from date of delivery to the first retail purchaser. Warranty Claims for parts and labor must be submitted to and processed through AGCO® Warranty Department.

Caterpillar Engines: Warranty is for a period of two (2) years or two thousand (2000) hours from date of delivery to the first retail purchaser. Warranty claims for parts and labor must be submitted to and processed through Caterpillar Warranty Department.

EXCEPTIONS FROM THIS WARRANTY

Repairs and Maintenance Not Relating to Defects - This warranty does not cover conditions resulting from misuse, negligence, alteration, accident, or lack of performance of required maintenance. Replacement of maintenance items such as filters, hoses, belts, refrigerant, light bulbs, etc. Is not covered.

Original Equipment Battery Warranty - Notwithstanding any other provision hereof original equipment batteries are warranted for full replacement for the first three (3) months, or as required by provincial law, and thereafter on a fully pro-rated replacement cost basis from the date of delivery not to exceed twenty - four (24) months total.

Rubber Tire Warranty - Rubber tires are warranted directly by the respective manufacturer only and not by AGCO®.

Freight - This warrranty does not cover freight charges.

OWNER'S OBLIGATION

It is the responsibility of the owner, at the Owner's expense, to transport the equipment to the service shop of an authorized AGCO® dealer or alternatively to relmburse the dealer for any travel or transportation expense involving in fulfilling this warranty.

EXCLUSIVE EFFECT OF WARRANTY AND LIMITATION OF LIABILITY

THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE OR OTHER REPRSENTATIONS, WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED. The remedles of the Owner set forth herein are exclusive. AGCO® neither assumes nor authorizes any person to assume for it ANY other obligation or liability in connection with the sale of covered machines. Correction of defects, in the manner and for the applicable period above, shall constitute fulfillment of all responsibilities of the Company to the Owner, and the Company shall not be liable for negligence under contract or in any other manner with respect to such machines. IN NO EVENTS SHALL THE OWNER BE ENTITLED TO RECOVER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO, LOSS OF CROPS, LOSS OF PROFITS OR REVENUE, OTHER COMMERCIAL LOSSES, INCONVENIENCE OR COST OF RENTAL OR REPLACEMENT EQUIPMENT.

Some states or provinces do not permit limitations or exclusions of implied warranties or incidental or consequential damages, so the limitations or exclusions in this warranty may not apply.

THE COMPANY REFERRED TO HEREIN WITH RESPECT TO SALES IN:

"CANADA: AGCO® Canada Ltd. Box 4706, 515 Dewdney Avenue Regina. Saskatchewan S4P3Y3 UNITED STATES: AGCO® Corporation 4205 River Green Parkway Duluth, Georgia 30096-2568

New Equipment Warranty. Equipment is eligible for warranty service only if it qualifies under the provisions of the New Tractor Warranty. The selling dealer will deliver the Warranty to the original retail purchaser at the time of sale and the dealer will register the sale and Warranty with the Company.

Subsequent Owners. The Challenger New Agricultural Equipment Warranty covers the first retail purchaser and all subsequent owners of the equipment during the specified warranty period. Should the Challenger® dealer sell this equipment it is therefore important that you deliver the warranty document to the buyer so that the new owner can register ownership with the Company and obtain the remaining warranty benefits with no intermission in the Warranty Period.

Challenger® Subsequent Owner Procedure will apply.

Warranty Service. To be covered by Warranty, an authorized Challenger® dealer must perform service. It is recommended that you obtain warranty service from the dealer who sold you the equipment because of that dealer's continued interest in you as a valued customer. In the event this is not possible, any other authorized Challenger® dealer in the United States and Canada will perform warranty service.

Maintenance Service. The Owner's MANUAL furnished to you with the equipment at the time of delivery contains important maintenance and service information. You should read the manual carefully and follow all maintenance and service recommendations. Doing so will result in greater satisfaction and help avoid service and warranty problems. Please remember that failures due to improper maintenance of your equipment are not covered by the warranty.

Maintenance Inspections. To insure the continued best performance from your tractor we recommend that you arrange to make your tractor available to your dealer for a maintenance inspection 30 days prior to warranty expiration.

Extended Power Train Coverage (OPTIONAL)

Various plans are available. See your dealer for details.

Form No. 79019449

REVISED January 15, 2003

THIS STATEMENT SUPERCEDES ALL PREVIOUSLY PUBLISHED WARRANTY TERMS & CONDITIONS FOR THIS PRODUCT